



27MISC02 S

Grant County Recorder

INFORMATION MANAGEMENT SOLUTIONS

END USER LICENSE AND SOFTWARE ASSURANCE AGREEMENT

THIS END USER LICENSE AND SOFTWARE ASSURANCE AGREEMENT entered into this 31st day of October, 2006, by and between **Cott Systems, Inc. an Ohio corporation**, with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Licensor"), and **County of Grant** with principal offices at 401 S. Adams St., Marion, IN 46953 (Licensee").

RECITALS

Licensor is in the business of designing computer software for use by County and local governments and in connection therewith has developed the computer program described in Exhibit "A", a copy of which is incorporated herein and attached hereto. Licensee desires to obtain a license to use the software program and provide for the support of the same, pursuant to the terms contained in this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants and Licensee hereby accepts a non-exclusive, non-transferable, perpetual right and license to the use of the software described in Exhibit "A" hereto within the United States. This licensed program in machine-readable form shall be for use solely on the central processing unit or units designated by type/serial number and its associated units ("CPU"), set out on Exhibit "B" attached hereto and incorporated herein at the location set forth therein. In the event the CPU referred to in Exhibit "B" shall become inoperative due to malfunction, or, becomes unavailable due to the performance of maintenance or modification tasks, Licensee, upon giving written notice to Licensor, shall be permitted temporarily to use the software on a backup CPU until the licensed CPU is restored to operative status and processing of data already entered into the backup CPU shall have been completed. Licensee shall be permitted to make a copy of the software for backup purposes. In the event Licensee determines in its sole discretion to replace the CPU listed in Exhibit "B", Licensee may, upon notice to Licensor, transfer the subject software to the replacement CPU, provided such replacement CPU shall also be at the location set forth in Exhibit "B".

2. **LICENSE FEE.** Licensee hereby agrees to pay Licensor, according to the payment schedule provided herein as Exhibit "C", in consideration for the License and Software Assurance granted herein. This fee shall constitute payment in full for the perpetual license and rights herein specified.

3. PAYMENTS. Payments and all other charges shall be due in full within thirty (30) days after the date of invoice. Payment shall be made by the Licensee to the Licensor at the address herein above designated, or at such other address as may be designated in writing to Licensee by Licensor. Service charges, subject to applicable law, not exceeding 1-1/2% per month, may be made on past due accounts.

4. HARDWARE/ EQUIPMENT. Licensee will purchase from Licensor certain Equipment, Services and Startup supplies that are required for the operation of this system. A listing of these required items is attached hereto as Exhibit "D". Licensee hereby agrees to pay Licensor according to the payment schedule herein as Exhibit "C" for Equipment, Services, Startup Supplies and Hardware Maintenance.

5. SOFTWARE ASSURANCE. Software Assurance will include the services as outlined in Exhibit "E". Customers can use the toll free support line as much as required. A support modem will also be utilized for any corrections that are needed. Software Assurance will provide the Licensee the right to automatically receive, at no charge, new software releases that may be produced. Such software releases shall include, but are not limited to, all modifications to the existing version of the Software, which increase the speed, efficiency or ease of operation of the Software or add capabilities to or otherwise improve the functions of the Software.

6. CHANGES IN SOFTWARE ASSURANCE FEE. Software Assurance fee set forth in Exhibit "C" shall remain fixed for a period of four years following installation of the Licensed Software by the Licensee except that Licensor may pass along to Licensee an increase in support charges for System Software as listed in Exhibit "A" if announced by the software provider. Notice of any increase will be provided to the Licensee in writing. Thereafter, the Licensee shall have the option of continuing to receive Software Assurance services from Licensor. Should Licensee opt to so continue Software Assurance services, Licensor shall provide such services subject to the provisions of a new Software Assurance Agreement.

7. TERMINATION. Software Assurance shall continue for an initial term of four (4) years as stated in section 6 above and for any renewal term thereof. In the event of a material breach of this Agreement by either party of any of its obligations hereunder the non-breaching party shall be entitled to terminate this Agreement and pursue all of its rights hereunder or at law or in equity. In the event of a breach of this Agreement by either party, written notice of the basis of such breach must be sent to the breaching party pursuant to the terms of this Agreement and such breaching party shall be granted ten (10) days to correct such material breach. In the event such material breach is not corrected within such ten (10) day period, this Agreement may be terminated, in the discretion of the non-breaching party, upon written notice of termination.

8. BREACH OF AGREEMENT. For purposes of this Agreement, material breaches of this Agreement shall include, but not be limited to the following actions: (i) Licensee's unauthorized duplication of the software or related documentation material; (ii) Licensee's unauthorized use, distribution or disclosure of any trade secrets of Licensor or other confidential materials of Licensor, furnished to the Licensee and clearly identified as such, to third parties without consent of Licensor; (iii) Licensee's use of the software on CPU's not authorized pursuant to Exhibit "B"; (iv) Licensor's failure to reasonably perform the responsibilities and obligations under the terms and conditions of this Agreement and as specified in this Agreement; or (v) Licensee's failure to timely pay Licensor all sums due hereunder.

9. TAXES. Licensing fees set forth herein are exclusive of all sales, use and similar taxes which may be levied as a result of the ownership, lease or use of the software, which taxes shall be the responsibility and obligation of the Licensee. If Licensee is exempt from all or some of said taxes, Licensee shall have the obligation to provide Licensors with a certificate of exemption.

10. TRAINING. Licensors will provide an instructor(s) for training to be conducted at Licensee's location, subject to the following:

- a. Licensors shall provide a maximum of (12) "person days" of training of the systems being licensed. "Person days" are measured by the number of Licensors training personnel utilized at Licensee's location multiplied by the number of days training is provided.
- b. Licensors will provide appropriate operator manuals for each application system being licensed hereunder.
- c. Licensors will provide on-site training in addition to that training set forth in (a) above, at the request of Licensee, at a rate of \$1,000.00 per "Person day" plus expenses.

11. ACCEPTANCE. Use of the software being licensed hereunder by Licensee following completion of training specified in Section 10 above, shall constitute acceptance by Licensee of said software. Licensors will have an understanding by Licensee (either written or verbal) of the final specifications for the software provided to the Licensee. Licensee shall provide Licensors notice (either written or verbal) that it has the complete understanding of the software products provided.

12. ADDITIONAL SOFTWARE. Licensors and Licensee agree that an "Addition" shall be defined as additional software "user" licenses for which the need was not specified in Exhibit "A". Licensors agree that if Licensee requests an Addition, Licensee shall have the option of:

- a) Adding the Addition to this Agreement without changing the term of the Agreement by factoring in the costs of such Additional software over the unexpired term of the Agreement, or
- b) Negotiating a new Agreement term for the Addition. If the Addition is not kept for the agreement periods as so negotiated, Licensee shall pay the full cost of such Addition factored in over the period of time, which said Addition was actually used.

13. PATENTS AND COPYRIGHT INDEMNIFICATION. Licensors will defend at its expense any action brought against the Licensee to the extent that it is based upon a claim that licensed programs infringe a copyright in the United States or United States patent, subject to limitation of liability stated herein. Licensors will pay any costs and damages finally awarded against the Licensee in such action, which are attributable to such claim, provided that Licensee notifies Licensors promptly in writing of the claim and Licensors is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. In the event that Licensee, as a result of a dispute regarding a proprietary right, is required to cease using the software, Licensors shall either (i) modify the software so that Licensee's use hereunder ceases to be infringing or wrongful, or (ii) procure for Licensee the right to continue using the software. If, after reasonable efforts, Licensors is unable to

achieve either (i) or (ii) above, either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other.

14. **WARRANTY.** Licensor warrants that the software will comply with the description overview provided in Exhibit "A". Licensor will correct any defect in materials or workmanship in the software, by either repairing the defect or replacing the defective product, sold under this Agreement within thirty (30) days of notification by Licensee.

15. **LIMITATION OF LIABILITY.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensor will not be liable for any lost profits, or for any claim or demand against the Licensee by any other party, except a claim for patent or copyright infringement as provided herein. No action regardless of form arising out of the transactions under this Agreement may be brought by either party more than two years after the cause of action has accrued, except that an action for nonpayment may be brought within two years after the date of last payment.

IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **CONTINGENCY OF WARRANTY.** The warranty provided for above is expressly contingent upon proper use and application of the software in accordance with the user documentation and does not apply if the software is modified or adjusted by anyone other than Licensor's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accidents, neglect or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in Licensee's associated equipment, software, terminals or networks.

17. **ASSIGNMENT.** Licensee may not assign or transfer its rights or obligations under this Agreement except in connection with the transfer of substantially all of the assets or equity interest of Licensee without the prior written consent of Licensor. Licensor shall have the right to assign or transfer this Agreement or any of its interest herein (including without limitation rights and duties of performance) to any parent, subsidiary, or affiliate of Licensor or to any entity acquiring controlling equity interest in Licensor or acquiring substantially all of the assets of Licensor relating to the line of business represented by the software.

18. **GENERAL PROVISIONS.**

- a. **Unenforceable Terms.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.
- b. **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Indiana. Neither party shall be deemed to be the author of this Agreement.

- c. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of a writing signed by both parties.
- d. Headings. The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of this Agreement.
- e. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- f. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.
- g. Waiver. No failure of Licensor to exercise any power or right given Licensor hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.
- h. Authority. By execution of the Agreement, Licensee represents and warrants that this Agreement has been properly approved and authorized in accordance with Indiana law and the rules, regulations and procedures of Licensee, and that the parties signing on behalf of Licensee are authorized to bind Licensee to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with effective date as set forth above.

LESSOR

COTT SYSTEMS

By:

Eric H. Foreman
Eric H. Foreman

Its:

Director Of Business Development

Date:

10/23/06

LESSEE

COUNTY OF GRANT, INDIANA

By:

Jeremy Diller

Jeremy Diller
(Print Name)

Its:

President - Grant Co Commissioner

Date:

10/31/06

Attest:

Rebecca M. Wilson

Attest:

Michael K. Burton
Michael K. Burton
Auditor

EXHIBIT "A"

COMPUTER SOFTWARE PROGRAMS

I) Application Software

1. RESOLUTION Level III (Small Business Edition) for Indiana (4 user licenses*)
 - Fees
 - Indexing
 - Imaging

Small Business Edition – Customers should only consider this edition of the software if they have limited need for user licenses. A maximum of (5) five users is supported. Additional users can only be supported by upgrading the Small Business Edition server license to the Enterprise Edition server license.

*A "user" is defined as a workstation that requires the Resolution client software on the desktop. A workstation needing only the capability of searching and/or retrieving information is not considered a "user". The RESOLUTION suite of products has been designed to meet the requirements of the County Recorder's office in Indiana. Software modifications for specific customers are not offered. However, requests for enhancements from users of the software will be accepted and evaluated for merit. If approved, the enhancement will be provided to all users on the next scheduled update of the software.

II) SYSTEM SOFTWARE

LEAD TOOLS SERVER LICENSE
BAR CODE SOFTWARE
LEAD TOOLS RUN TIME LICENSE (4)
DAEJA VIEWONE
DAEJA VIEWONE PRINT ACCELERATOR
OEM PCANYWHERE 12 H AND R SSDP PER USER
OEM PCANYWHERE 12 HOST ONLY SSDP PER USER (8)

III) SERVICES

DATA/IMAGE CONVERSION (From Manatron System)

PROJECT MANAGEMENT includes hardware configuration review, on-site system design meeting by installation coordinator, system security review, integration review, historical data and/or image conversion consultation, Intranet consultation and system documentation.

END USER SOFTWARE TRAINING (12 "PERSON DAYS" ON SITE)

EXHIBIT "A" Continued

RESOLUTION: Functional Overview

Our system consists of the following software modules: Fee receipting, records indexing, document imaging and an active server pages web interface. These modules are designed to provide a data/image flow that will follow a recorded instrument from acceptance to document archiving.

1. Cashiering/Fee Collection, and Partial Indexing.

The cashiering stations will utilize PCs with connected receipt printers and label printers. Cashiering may take place at any of the "front counter" positions. For documents received by mail, cashiering can take place at other properly equipped stations that are not located at the front counter.

Our cashiering/fee collection software module provides four main functions: 1) it serves as an electronic cash register for front counter fee collection and receipt, 2) creates a document label, 3) initiates the capture of indexing information for up-to-the-minute searching capabilities, and 4) it satisfies all reporting functions for preliminary and end-of-day reports.

Electronic Cash Register Function. It is very important that the public is serviced quickly and efficiently at the front counter when recording an instrument. By employing user-maintainable tables for such information as customer type, chart of accounts, bank accounts, recipients, transaction types, and fee schedules, a large amount of data can be captured with very few keystrokes. The system will also assist the operator in determining if the customer has an escrow account, and if there are sufficient funds in the account to process the transaction.

The bank account, recipient, and transaction tables will instruct the system to perform specific functions simply by entering a transaction number. For example, if Transaction (1) is a deed, the system would:

- Display a narrative of the transaction for operator verification.
- Determine whether the transaction fees are based on pages filed, involve a flat fee, use consideration of property in the fee calculation, or require a combination of methods.
- Allow for a quantity multiplier.
- Distribute the fee breakdown to the proper accounts and recipients.
- Display all participating accounts and the amount for operator review and/or manual override.
- Determine whether the transaction should be assigned an instrument number (provided proper payment is received).
- Automatically assign the transaction date. (More than one transaction date can be active in the system at the same time)
- Automatically or manually assign the recorded time.

EXHIBIT "A" Continued

RESOLUTION: Functional Overview

If multiple transactions are processed under a single receipt, the system allows the operator to enter the additional transaction types. The screen will display a running total for the receipt and the amount of the transaction currently being processed.

Once all transactions are entered, the payment screen is activated. A transaction is not complete until payment is made. At this time automatic functions occur such as assigning the receipt number and instrument number and/or book/page, determining counts for statistics, etc. The payment screen provides the following features:

- Displays total number of transactions covered by the receipt.
- Displays total transaction amount.
- Allows payment by charge (if permitted by the customer table), check, cash, or any combination.
- Provides voluntary data entry of unlimited check numbers and amounts.
- Calculates payment received and verifies it against amount due.
- Instructs the operator if additional payment is required and prevents completion until full payment is made.
- Calculates overpayment amounts.
- Allows the operator to browse any of the transactions for data accuracy in the event they are disputed by the customer. By returning to the payment screen, changes can be made to any transaction and new totals are then calculated.
- Allows the operator to suspend the total process if the customer cannot make full payment. The process can be easily recapped from Suspense once the customer makes full payment.
- Prints a receipt to complete the transaction.
- Prints a document label with all assigned numbers
- Up-to-the-minute Searching Capability. The function of recording fee information initiates the process of building the data necessary to provide an unverified name search of the first grantor and first grantee. This allows up-to-the-minute search capability to the public.

Based on instructions from the transaction table, the system will show the document recording (indexing) screen for only those transactions that require party names to be entered. The operator may choose to index only the first grantor and grantee name or, if time permits, fully index the document listing all party names, legal description, etc. There are common data elements in both the cashing and indexing modules including - but not limited to - date recorded, time, type of document, instrument number, parcel number, legal description, etc. Therefore, this information only needs to be entered once as these modules are fully integrated

EXHIBIT "A" Continued

RESOLUTION: Functional Overview

As soon as the transaction is completed by accepting proper payment, the index names are available for search denoted with an "Not Complete" status. The denotation will be dropped later when full indexing and proofing occur.

Reporting Functions. A full range of reports is available by report type, date range, and terminal ID number. Many reports are available in summary format and in detailed format. These reports will help provide cash balancing, deposit, and many other day-to-day functions. Complete audit trails are maintained for any transaction that has been voided.

2. Full Indexing and Proofing. This will accommodate completing the index information initiated at the cashiering station and proofing of the data. Working from the original documents, the operator will enter the instrument ID (book/page). By doing so, this will return to the screen all index information that was captured at the cashiering station.

Producing an accurate index is the primary goal for the indexing software. If errors are made in the index, the images will be difficult to retrieve. All documents are processed through a structured flow and managed in "units of work." These "units of work" will be given to multiple indexing clerks for simultaneous entry into the system. Status reports allow the supervisor to monitor the work of each individual and its status in the entry process. Each document must be cycled through the load, prooflist, correction, and "merge" processes before it is reported as "verified" in the index database.

Speed of entry is also important and is achieved with special copy features and name tables. Individual and firm tables are utilized for entry speed and, more importantly, for consistency of data entry. Unlimited grantor and grantee names can be added to the index as well as the description of property or other reference information.

3. Scanning, Storing, Retrieval, and Printing. Equipment will be installed for the functions of scanning, storing, retrieving, and printing of documents. All imaging-related workstations will use PCs that operate in the Windows environment.

The scanning subsystem will include one duplex scanner. This scanner has an automatic document feeder for scanning batch mode or one page at a time. This scanner also provides flatbed scanning capabilities for documents recorded folio style (hinged at the top). These documents can then be scanned using the flatbed scanner and need not be cut apart. The scanning software will read the barcode labels (created from the cashiering module) and automatically index the images to a unique image identification number. The scanning station personnel will perform a preliminary visual quality check of the images. Quality control software will allow the operator to add, delete, rotate, reshuffle images as needed. After acceptance of image quality, the image is then stored to the magnetic drive.

EXHIBIT "A" Continued

RESOLUTION: Functional Overview

4. **Public Access – Retrieval, and Index/Document Printing.** Installation of PC workstations and laser printers will provide public access to the index and images. The search interface is 100% web browser based. It provides the capability of using multiple search criteria to narrow the search (i.e., date, instrument type, kind code, party code, and partial name stem) without noticeably impacting the performance of the system. The system subscribes to an "index-to-the-index" philosophy. This provides the users with an online directory that tallies each unique occurrence of the stem selection criteria. By reducing the number of keystrokes and number of screens to be scrolled in conducting a search, we are able to provide increased efficiency to users.

5. **CD Creation.** The system will provide for the ability to export images to CD for distribution to interested parties and the creation of microfilm

EXHIBIT "B"

LOCATION OF LICENSE USAGE

<u>CPU Type/Serial No.</u>	<u>Location</u>
PROLIANT ML370	Grant County Recorder 401 S. Adams St. Marion, IN 46953

EXHIBIT "C"

SCHEDULE OF LICENSE AND SOFTWARE ASSURANCE PAYMENTS

APPLICATION SOFTWARE

RESOLUTION level III (Small Business Edition) for Indiana (4 users)

SYSTEM SOFTWARE (see Exhibit "A")

INSTALLATION

INSTALL NETWORK & STAGING

FREIGHT

HARDWARE/SOFTWARE INSTALL

PAYMENT SCHEDULE

<u>Invoice</u>	<u>Amount</u>	<u>Milestones</u>
1	\$23,282	After signing of Agreement
2	\$23,282	After initiation of first implementation meeting
3	\$23,282	After presentation of converted data
4	<u>\$23,285</u>	After system acceptance
TOTAL	\$93,131	

Software Assurance (per month) \$941

(Invoice on the first day of each month beginning after successful installation and daily use of the software.)

EXHIBIT "D"
LIST OF EQUIPMENT, INSTALLATION & START UP SUPPLIES
TO BE PURCHASED FROM COTT SYSTEMS, INC.

1. HARDWARE

Monitor:	Dell E196FP, 19 Inch Flat Panel 19.0 Inch Viewable Image Size (320-4426) Advance EXCH warranty
TM-H6000H-017	EPSON THERMAL SLIP/RECEIPT
PS-180	EPSON POWER SUPPLY
TLP-ELT3842-10300	ELTRON LABEL PRINTER (300 DPI)
JD320BL1816C	APG CASHDRAWER 18 X 16 24 VOLT BLACK
PK-14L-03-R-BX	LOCKING LID CASH DRAWER
CD-005A	MULTIPRO CABLE EPSON RJ12 FOR APG

2. INSTALLATION

INSTALL NETWORK & STAGING
FREIGHT
HARDWARE/SOFTWARE INSTALL

3. STARTUP SUPPLIES

FREIGHT
PAPER ROLL FOR EPSON (TM-H6000) (2)
SERIAL CABLE (9F TO 25M) FOR EPSON
RIBBON FOR EPSON TM-H6000 (2)
RECTANGLE LABELS FOR ELTRON 3742 1000/PER RL (2)
RIBBON FOR ELTRON 2.52" x 244' (2)
USB CABLE FOR ELTRON

3. MISCELLANEOUS

10/100 24 PORT MANAGED SWITCH (2)
ELTRON LABEL PRINTER (300 DPI)

EXHIBIT "E"

SOFTWARE ASSURANCE

Cott Systems' Technical Support department is dedicated to providing our customers with premier customer service, comprehensive training programs, and on-going systems support and enhancements. Our initiatives enable our customers to operate their systems and services without the expense of on-site technical or data processing staff. Premier support is the hallmark of our commitment to our customers, and we take pride in our ability to serve our customers in an accurate, timely and responsive manner.

Hours/Holidays

Assistance is available Monday through Friday from 7:00 a.m. to 6:00 p.m. Eastern Standard Time. Cott Systems is closed on the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Christmas Eve
Christmas

What can you expect from us?

To best serve our customers with their systems applications and day-to-day operations after the initial installation, we provide a toll-free Technical Support phone number.

We are able to assist our customers through dial-up modems or broadband connections that enable us to access their systems.

We strive to answer all calls within 120 seconds of being introduced into our phone system. Our Technical Support agents have indicators on their phones to alert them to any calls in the "queue" waiting answering. If a call is on hold for longer than 120 seconds, a second indicator is lit. During this "wait time" the phone system will provide periodic messages letting you know that our agents are still working with other customers and will be with you shortly.

EXHIBIT "E" cont.

SOFTWARE ASSURANCE

If a question or problem cannot be resolved during the initial call, you will receive a Reference Number. This reference number is to be used if you need to call back to update our information or provide additional information regarding this call.

If a question or problem cannot be resolved during the initial call, you will receive a call back within 4 business hours, either providing you with a resolution, or providing you with a current status.

At times, your call may not be of a nature that can be resolved by the Technical Support staff. If you are requesting information regarding a software or hardware upgrade or enhancement, you will be directed to your Sales Representative. The Technical Support agent with whom you are speaking will offer to relay your message to your Sales Representative, however, it will be up to your Sales Representative to resolve this question or issue. At other times, resolving your question or problem may involve members of our programming team. All information gathered by your Technical Support agent will be forwarded to our Programming Department. If they have further questions, or need additional information, you may be contacted and asked to provide this additional information. Technical Support will keep you informed as to the progress being made on your situation.

If you have a problem with a piece of Cott-supported hardware, the Technical Support agent working with your call will attempt to resolve the problem with you over the phone. This process may involve some "hands-on" troubleshooting on your part as we work through a process of elimination to determine the exact cause of the problem.

If a hardware problem requires that a service call be placed with the hardware vendor, the Technical Support agent working with you will place that call. Please refer to your contract for the specific terms of hardware support for each piece of equipment in your office.

What will Cott expect from you?

In order to provide the most efficient method of support to your system, we require a dedicated, working phone line for use with a modem, or broadband connection.

A portable or cordless phone is necessary in an office environment where there is no phone line close to equipment we need to support. Often during support and troubleshooting, it is necessary to be able to talk to us on the phone while performing certain tasks on a piece of equipment. If there is no phone near that piece of

EXHIBIT "E" cont.

SOFTWARE ASSURANCE

equipment, this becomes very difficult both for your staff and for the Technical Support agent working with you. A cordless phone is an absolute necessity in this situation.

When placing a call to Technical Support, it is imperative that you supply an accurate explanation of the problem, providing as much detail as is relevant. You will need to be prepared to answer questions requested by Technical Support agent as he or she begins to resolve your situation.

In the event of hardware failure or malfunction, there may be times when you are requested to move equipment to assist in troubleshooting. While we certainly try to keep these situations to a minimum, we will need assistance of this kind periodically.

If any equipment is going to be relocated within your office, moved to another location entirely, or will be affected by any remodeling projects, one week advanced notification is required to allow Technical Support sufficient time to prepare or make a Technical Support agent available to assist you.